

RESOLUTION NO. 2017-03

A RESOLUTION OF THE CITY OF VENICE, FLORIDA, ACCEPTING UTILITIES AND IMPROVEMENTS INSTALLED BY NEAL COMMUNITIES OF SOUTHWEST FLORIDA, LLC, AND ACCEPTING A ONE YEAR DEVELOPERS MAINTENANCE BOND, AND BILL OF SALE, AND PROVIDING AN EFFECTIVE DATE

WHEREAS, Neal Communities of Southwest Florida, LLC, hereinafter referred to as "Developer", has installed potable water distribution lines and necessary appurtenances for the rendering of potable water services described as follows: The Villages of Milano Phase 2, Subphase 16 consisting of 65 LF of 2" PVC and 130 LF of 4" PVC, and 322LF of 8" PVC. Please refer to plan sheet 12 for the extents of this subphase. Specifically, this turnover includes from the connection to the existing line on sheet 35 to the end of the line on sheet 36; and

WHEREAS, Developer, in accordance with the City of Venice Resolution No. 853-84 is desirous of turning over said improvements to the City of Venice; and

WHEREAS, the construction and installation of said improvements complies with the rules and regulations of the City of Venice; and

WHEREAS, Developer has submitted the documentation required by City of Venice Resolution No. 853-84, including a one-year maintenance bond and said documentation is acceptable.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF VENICE, FLORIDA, as follows:

SECTION 1. The above Whereas clauses are ratified and confirmed as true and correct.

SECTION 2. The potable water distribution lines and necessary appurtenances, in the area above described by Developer are hereby accepted as part of the water system of the City of Venice, Florida.

SECTION 3. The one-year developer's maintenance bond, attached hereto as Exhibit "1", is hereby accepted by the City of Venice, Florida.

SECTION 4. The Bill of Sale, attached hereto as Exhibit "2", is hereby accepted by the City of Venice, Florida.

SECTION 5. This Resolution shall take effect upon adoption, as provided by law.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF VENICE, FLORIDA, AT A MEETING HELD ON THE 10TH DAY OF JANUARY 2017.

John W. Holic, Mayor, City of Venice

ATTEST:

Lori Stelzer, MMC, City Clerk

I, Lori Stelzer, MMC, City Clerk of the City of Venice, Florida, a municipal corporation in Sarasota County, Florida, do hereby certify that the foregoing is a full and complete, true and correct copy of a Resolution duly adopted by the City Council of the City of Venice, Florida, at a meeting thereof duly convened and held on the 10th day of January 2017, a quorum being present.

WITNESS my hand and official seal of said City this 10th day of January 2017.

Lori Stelzer, MMC, City Clerk

(S E A L)

Approved as to form:

David Persson, City Attorney

CERTIFICATION

STATE OF FLORIDA)
COUNTY OF SARASOTA)

BEFORE ME, the undersigned authority, authorized to administer oaths and take acknowledgments, personally appeared James R. Schier, who being duly sworn, upon oath certifies:

That no advance or contributions in aid of construction, refundable or non-refundable, have been made by customers or potential customers of the City of Venice Utility Department, or by the owner or owners, past or present, of any lots or tracts being served by the water distribution and waste water collection systems to and within that subdivision and lands known and described as:

Villages of Milano: Phase 2 Subphase 16 consisting of 65 LF of 2" PVC, and 130 LF of 4" PVC, and 322 LF of 8" PVC. Please refer to plan sheet 12 for the extents of this subphase. Specifically, this turnover includes from the connection to the existing line on sheet 35 to the end of the line on sheet 36.

for the connection of such facilities; that there are no past or existing agreements or understandings, oral or written, known to Affiant, with the customers or owners of the properties being serviced or to be served by such facilities which might adversely affect the operation of the water distribution and waste water collection systems or which might result in claims that all or some part of the cost of the water distribution and waste water collection systems has been contributed by any such person and might be regarded as direct or indirect contributions in aid of construction.

Dated at Sarasota, FL, this 3rd day of January, 2017.

WITNESSES:

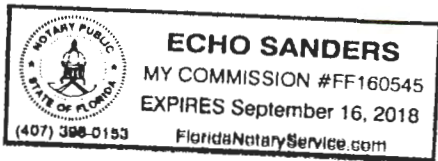
Echo Sanders
J. Villanuel

James R. Schier

Subscribed before me this 3 day of January, 2017, by James R. Schier who is personally known to me or who produced _____ as identification.

Echo Sanders
Notary Public

Notary Stamp:



Commission No. _____ Commission Expiration Date: 9-16-18

DEVELOPERS MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that Neal Communities of Southwest Florida, LLC , herein called "Developer", is held and firmly bound unto the City of Venice, a municipal corporation, herein called "City", in the full and just sum of Five Thousand Four Hundred Ninety Nine Dollars and Sixty Cents (\$5,499.60), lawful money of the United States of America, to the payment of which sum, well and truly to be made, the Developer binds itself, its heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Developer to secure this obligation, has provided the City with an Irrevocable Standby Surety Bond No. CS9826550 in the amount of \$5,499.60 issued by Great American Insurance Company , which expires on 1/20/2018 , the original of which is attached hereto.

WHEREAS, the Developer has developed a Subdivision in Venice, Florida, known and identified as Villages of Milano, and in connection therewith has installed, with the approval of the City Engineer, certain improvements identified as Sub-phase 16. (Exhibit A)

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS, that if the Developer shall promptly maintain, repair or replace said improvements as required by the City should said improvements, for whatever causes, require repair or replacement for a period of one year from the date of formal acceptance of said improvements by the City, and further that if the Developer shall pay any and all costs or expenses incidental to the performance of all work required to be performed hereunder, then this obligation shall be void and the letter of credit returned to the Developer, otherwise it shall remain in full force and effect.

In the event the Developer fails to satisfactorily perform any repair or maintenance work required herein within fifteen (15) days of a written request from the City, then the Developer shall be in default and the City shall have, in addition to all other rights, the immediate right to make or cause to be made, any such repairs and pay all costs, both direct and incidental, from the proceeds of this bond.

The City shall be entitled to its reasonable attorney's fees and costs in any action at law or equity, including appellate court actions, to enforce the City's rights under this bond.

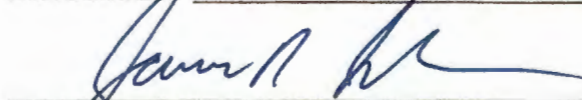
IN WITNESS WHEREOF, the Developer has caused these presents to be duly executed on the 22nd day of November , 2016.

ATTEST:



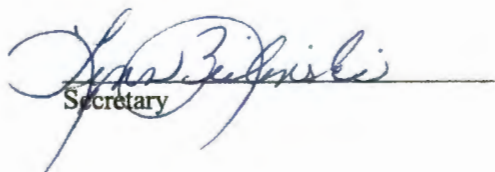
Secretary

DEVELOPER Neal Communities of Southwest Florida, LLC



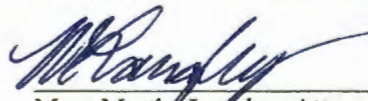
James R. Schier, Vice President

ATTEST:



Secretary

SURETY: Great American Insurance Company



Mary Martha Langley, Attorney-in-Fact and Florida Licensed Resident Agent

MAINTENANCE BOND

Bond No.: CS9826550

Principal Amount: \$5,499.60

KNOW ALL MEN BY THESE PRESENTS, that we Neal Communities of Southwest Florida, LLC, 5800 Lakewood Ranch Blvd., Sarasota, FL 34240, as Principal, and Great American Insurance Company, 301 E Fourth Street, Cincinnati, OH 45202 a Ohio Corporation, as Surety, are held and firmly bound unto City of Venice, 401 West Venice Ave., Venice, FL 34285, as Obligee, in the penal sum of Five Thousand Four Hundred Ninety-nine and 60/100 (Dollars) (\$5,499.60), lawful money of the United States of America, for the payment of which well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Neal Communities of Southwest Florida, LLC has agreed to construct in Villages of Milano, in Venice, FL the following improvements:

Site Improvements per the Engineer's Estimate for Maintenance Bond at 15% of the \$36,664.00 cost of such improvements, for Villages of Milano Phase 2 Sub-phase 16, consisting of water.

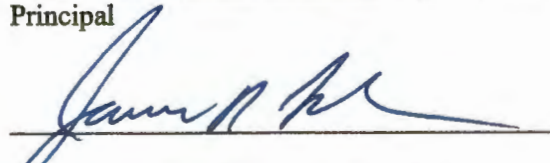
NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall construct, or have constructed, the improvements herein described, and shall save the Obligee harmless from any loss, cost or damage by reason of its failure to complete said work, then this obligation shall be null and void, otherwise to remain in full force and effect, and the Surety, upon receipt of a resolution of the Obligee indicating that the improvements have not been installed or completed, will complete the improvements or pay to the Obligee such amount up to the Principal amount of this bond which will allow the Obligee to complete the improvements.

Upon approval by the Obligee, this instrument may be proportionately reduced as the public improvements are completed.

Signed, sealed and dated, this 22nd day of November, 2016.

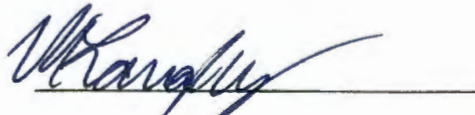
Neal Communities of Southwest Florida, LLC

Principal


By: James R. Schier, Vice President

Great American Insurance Company

Surety


By: Mary Martha Langley, Attorney-in-Fact and Florida Licensed Resident Agent

GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by this power of attorney is not more than **FOUR**

No. 0 20517

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof, provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
FREDERIC M. ARCHERD, JR.	ALL OF	ALL
TANYA L. RUSSO	TAMPA, FLORIDA	\$100,000,000
RICHARD P. RUSSO, JR.		
MARY MARTHA LANGLEY		

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 14TH day of OCTOBER 2015

Attest

GREAT AMERICAN INSURANCE COMPANY



Stephen C. Beraha

Assistant Secretary

David C. Kitchin

Divisional Senior Vice President

STATE OF OHIO, COUNTY OF HAMILTON - ss:

DAVID C. KITCHIN (877-377-2405)

On this 14TH day of OCTOBER, 2015, before me personally appeared DAVID C. KITCHIN, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



Susan A. Kohorst
Notary Public, State of Ohio
My Commission Expires 05-18-2020

Susan A. Kohorst

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this

22nd

day of November

2016



Stephen C. Beraha

Assistant Secretary



Exhibit A, (page 1 of 2)

**Engineer's Certified Cost of Construction
Villages of Milano Phase 2
Subphase 16
City of Venice Maintenance Bond**

Site Development Cost Breakdown Summary


Water	\$36,664.00
Total Cost Opinion	\$36,664.00
Total x 15%	\$5,499.60

Certificate of Cost Opinion

I, Melanie D. Smith, hereby submit that my opinion of cost for the improvements itemized herein is Thirty Six Thousand Six Hundred Sixty Four Dollars and No Cents (\$36,664.00).

Furthermore, as required by City of Venice, 15% of this amount, specifically, Five Thousand Four Hundred Ninety Nine Dollars and Sixty Cents (\$5,499.60) , is the required amount of the maintenance bond.

Signed and sealed on this 21st day of November, 2016

Signed: 

 Melanie D. Smith
 Florida Registered Engineer No. 75447






Exhibit A, (page 2 of 2)

**Engineer's Certified Cost of Construction
Villages of Milano Phase 2
City of Venice Maintenance Bond**

Water

Description	Estimated Quantity	Unit	Unit-Price	Total
Subphase 16				
2" PE Water Main	LF	65	\$10.00	\$650.00
4" PVC Water Main	LF	130	\$8.50	\$1,105.00
8" PVC Water Main	LF	322	\$17.00	\$5,474.00
Single Water Service	EA	3	\$720.00	\$2,160.00
Double Water Service	EA	7	\$1,500.00	\$10,500.00
Fire Hydrant Assembly	EA	1	\$4,400.00	\$4,400.00
Potable Water Main Fittings	LS	1	\$875.00	\$875.00
2" Automatic Flusher (per City of Venice standards)	EA	1	\$11,500.00	\$11,500.00
TOTAL WATER				\$36,664.00

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, that NEAL COMMUNITIES OF SOUTHWEST FLORIDA, LLC, PARTY OF THE FIRST PART, for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, to it paid by the CITY OF VENICE, PARTY OF THE SECOND PART, the receipt of which is hereby acknowledged, by these presents does grant, bargain, sell, transfer, and deliver unto the party of the second part, its successors and assigns, all those certain goods and chattels located in the County of Sarasota and the State of Florida, more particularly described as follows:

All pipelines, pipes, tees, ells, manholes, connections, cut-offs, fire hydrants, valves, and all other equipment used for, useful for, and/or in connection with, the water distribution and waste water collection systems constructed and installed by the party of the first part in the subdivision and lands described as follows:

Villages of Milano: Phase 2 Subphase 16 consisting of 65 LF of 2" PVC, and 130 LF of 4" PVC, and 322 LF of 8" PVC. Please refer to plan sheet 12 for the extents of this subphase. Specifically, this turnover includes from the connection to the existing line on sheet 35 to the end of the line on sheet 36.

It is the purpose and intent of the party of the first part to convey to the party of the second part, by this Bill of Sale, all property comprising said water distribution and waste water collection systems to and within the above described property, together with all of the rights of the party of the first part arising out of any and all guarantees, performance bonds, contracts and agreements of the party of the first part in connection with said water distribution and waste water collection systems.

TOGETHER with every right, privilege, permit and easement of every kind and nature of the party of the first part, in and to and in connection with, the aforesaid water distribution and wastewater collection systems, reserving however, similar non-exclusive easement rights in party of the first part for other utility purposes.

TO HAVE AND TO HOLD the same unto the party of the second part, its successors and assigns, forever.

AND THE PARTY OF THE FIRST PART does for itself and its successors covenant to and with the party of the second part, its successors and assigns, that it is the lawful owner of the above described goods and chattels and that the said property is free and clear of all liens, encumbrances, and charges whatsoever; that it has good right and lawful authority to sell the same as aforesaid, and that it does warrant to defend the title and the sale of the said properties hereby made, unto the said party of the second part, its successors and assigns, against the lawful claims and demands of all persons whomsoever.

IN WITNESS WHEREOF, the said party of the first part has caused these presents to be signed and its name by its proper officers and its corporate seal to be affixed, this 22 day of November, 2016.

WITNESSES:

Sherry S. Doddema SHERRY S. DODDEMA

Priscilla G. Heim Priscilla G. Heim

James R. Schier, VP
James R. Schier, VP

CORPORATE SEAL

STATE OF FLORIDA)
COUNTY OF SARASOTA)

Subscribed before me this 22nd day of NOV, 2016, by James R. Schier who is personally known to me or has produced _____ as identification.

Notary stamp:



Sherry S. Doddema
Notary Public

NEAL COMMUNITIES.COM

Building. Home. Life.

November 22, 2016

Via: Hand Delivery

File: 215611819 640

City of Venice
City Engineer's Office
210 West Venice Avenue
Venice, Florida 34285

Reference: **Villages of Milano Phase 2 Subphase 16**

To Whom It May Concern:

This letter is to certify that there are no liens in existence against any of the work involving the installation of the water distribution lines and sewage collection lines serving Villages of Milano Phase 2 Subphase 16.

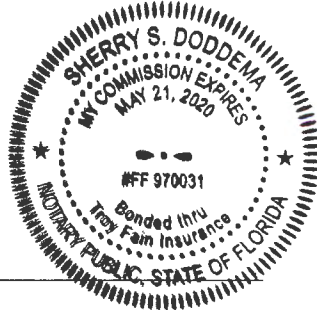
Sincerely,

Neal Communities of Southwest Florida, LLC

James R. Schier
Senior Vice President of Finance
Tel: 941-328-1040
E-Mail: jschier@nealcommunities.com

STATE OF FLORIDA)
) SS
COUNTY OF SARASOTA)

Subscribed before me this 22nd day of November, 2016, by James R. Schier, who is personally known to me or has produced _____ as identification.



Sherry S Doddeema
Notary Public

Notary Stamp:

Commission No.:

Commission Expiration:

